

IN THE HIGH COURT OF JUDICATURE AT BOMBAY
CIVIL APPELLATE JURISDICTION

WRIT PETITION NO.8328 OF 2011

Syndicate Bank

.. Petitioner

versus

Information Officer & Ors

.. Respondents

Mr.J.S.Kapre for the petitioner.

Mr.S.D.Rayrikar, A.G.P for respondent No.3.

CORAM : S. C. DHARMADHIKARI, J.
13th SEPTEMBER 2012.

P.C.:

. Heard. The petitioner-Syndicate Bank is aggrieved by the order passed under the Right to Information Act, 2005 directing that it should supply details of legal and allied administrative expenses (less lawyers fee) debited to Bank Account alongwith copies of vouchers and this is a query or information sought in relation to litigation between the bank and M/s.Herald Engineers.

2} That information was denied on the ground that it would violate the agreement of confidentiality and secrecy with the borrower. The bank debits the account of borrower for the legal fees and expenses incurred in instituting contesting and defending legal proceedings. Therefore, some stray extracts or parts thereof or specific entries from the accounts of the borrowers cannot be disclosed as that would violate the confidentiality agreement. Therefore, this is a case falling under section 8(1)(d) of the Right to Information Act, 2005.

3} The stand of the petitioner bank and which is reiterated before me that there is a possibility of the confidentiality or secrecy agreement being breached is founded on the borrower an implied covenant with him that no details from his account will be disclosed to any third parties. However, it is not in relation to any business transactions or dealing of the borrower with third parties or his/her financial position in relation to which the details are sought. The application seeks information with regard to the Bank's policy and the details of legal expenses and other administrative charges (less lawyer fees) which have been debited in the borrower's account with the Bank and alongwith copies of vouchers. That is an information which cannot be said to be covered by section 8(1)(d) of the Right to Information Act, 2005. If the legal and administrative expenses are incurred in instituting or defending legal proceedings and the policy of the bank is to debit the borrowers account with such charges and expenses, that by itself does not mean that by disclosing the figure or amount in relation to such fees are disclosed that the confidentiality or secrecy agreement is breached. This is a information in relation to banks affairs and in particular the details of expenses incurred by the Bank under the heading of Legal and Administrative Charges. That such legal proceedings have been initiated against M/s.Heral Engineers and the bank must have incurred some expenses in relation thereto and that is the information which is sought. No other details much less the dealings of the borrower with the bank or any transactions of

withdrawal or deposit of monies in his account and to what extent have been sought. In such circumstances, I do not see how the bank can derive any assistance from section 8(1)(d) of the Act or the judgment of the Hon'ble Supreme Court in the case of Ram Jethmalani & Ors vs. Union of India & Ors (Writ Petition (Civil) No.176 of 2009 with I.A. No.1 of 2009 decided on 4th July 2011. There, in relation to the prayer made in the public interest by the petitioner, what the Supreme Court has held is that every single piece of information in relation to accounts of borrowers and particularly the accounts of innocent citizens including those actively working towards the betterment of the society and the Nation could fall prey to the machinations of those who wish to damage the prospects of smooth functioning of the society. That would also cause embarrassment and harassment to the borrowers and some genuine bank depositors of monies in bank. That would also affect the dealings of the parties with a particular bank and its credibility. In these circumstances, this judgment is hardly of any assistance in this case. To my mind, some general directions or observations of the Information Commissioner dated 12th September 2011 cannot be said to be the basis for denying the information.

4} The order passed by the Information Officer dated 12th September 2011 read in its entirety would reveal that the Commissioner has not directed anything which would cause a breach or violation of the secrecy or confidentiality agreement or clause of such nature in any agreement with the

borrower. In these circumstances, to my mind, the apprehension that the order passed by the Information Commissioner and impugned in this writ petition will be misused, has no basis. As a result of the above discussion, writ petition fails and it is accordingly dismissed.

5} It is clear that only some specific entries which may have to be culled out from the books of account of the bank and the extract of the account of the borrower therein so as to supply the information sought by the party/applicant. It is not that the complete account or dealings or particulars or details therein have to be disclosed. Once the matter is clarified thus, then, all the more there is no reason to interfere with the order under challenge. The petition is dismissed.

No costs.

(S. C. DHARMADHIKARI, J)